

CITY OF YUBA CITY  
STAFF REPORT

**Date:** May 17, 2022  
**To:** Honorable Mayor & Members of the City Council  
**From:** Human Resources Department  
**Presentation By:** Natalie Springer, Human Resources Director

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**Summary**

**Subject:** Fire Management Memorandum of Understanding (MOU)  
**Recommendation:** Adopt a Resolution approving the Memorandum of Understanding with the Fire Management group  
**Fiscal Impact:** None

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**Purpose:**

To approve the Fire Management Memorandum of Understanding (MOU) that includes updated language in Article 14, Holidays. Article 14's language has been expanded to include the actual holidays and holiday-in-lieu language.

**Council's Strategic Goal:**

This item supports the City Council's Strategic Goal of Public Safety.

**Background:**

The Fire Management MOU was approved by City Council on August 17, 2021. After the MOU's initial approval, it was discovered that the holiday-in-lieu language was inadvertently omitted. Additionally, it was recommended by the Chief Negotiator to include the actual holidays in the MOU for CalPERS purposes. The previous City Manager directed Staff to implement the holiday-in-lieu language immediately as its omission was an administrative oversight and its absence resulted in a reduction in compensation for the Battalion Chiefs. The Chief Negotiator prepared an updated Article 14 with the actual holidays as well as the holiday-in-lieu language.

**Analysis:**

The Fire Management MOU with the updated Article 14, Holidays has been approved by Fire Management. City Council approved the substantive holiday-in-lieu pay benefit as part of the previous MOU negotiations. This proposed action is simply to correct an administrative oversight in the document preparation and to clarify the list of City holidays on which the in-lieu benefit is based.

The complete Memorandum of Understanding is attached.

**Fiscal Impact:**

None.

**Alternatives:**

Do not approve Fire Management Memorandum of Understanding (this will only impact Article 14, Holidays) and provide staff direction.

**Recommendation:**

Adopt a Resolution approving the Memorandum of Understanding with the Fire Management group.

**Attachments:**

1. 5-17-22 Fire Management MOU - Resolution
2. 5-17-22 Fire Management MOU

**Prepared By:**

Natalie Springer  
Human Resources Director

**Submitted By:**

Diana Langley  
City Manager

# Attachment 1

**RESOLUTION NO. 20-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING  
THE FIRE MANAGEMENT MEMORANDUM OF UNDERSTANDING  
JULY 3, 2021 – JUNE 30, 2024**

WHEREAS, City staff and the Fire Management have negotiated a three year Memorandum of Understanding that was approved by City Council on August 17, 2021 and;

WHEREAS, the City and Fire Management agreed as part of those MOU negotiations to holiday-in-lieu pay at the unit employees' straight time rate of pay for 5.09 hours per pay period in lieu of receiving any other form of holiday compensation; and

WHEREAS, due to administrative error, this in-lieu pay benefit was inadvertently not included in the MOU presented for approval; and

WHEREAS, to further clarify the City holidays on which the in-lieu benefit is based, a list of City holidays has been recommended to be included; and

WHEREAS, City staff has implemented the substantive provisions of this resolution, specifically holiday-in-lieu pay, at the direction of the previous City Manager to honor the City's prior agreement and ensure that affected employees were not disadvantaged by the delay needed to correct the error in the document;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Yuba City as follows:

The City ratifies its previous approval of holiday-in-lieu pay for the Fire Management unit, at the rate set forth below, and approves the attached Memorandum of Understanding which is updated with corrected language in Article 14, Holidays:

1. List of actual holidays that apply to fire suppression employees and forty-hour employees;
2. Holiday-in-lieu pay at their straight time rate of pay for 5.09 hours per pay period in lieu of receiving any other form of holiday compensation.

The forgoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 17<sup>th</sup> day of May 2022.

AYES:

NOES:

ABSENT:

ATTEST:

\_\_\_\_\_  
Dave Shaw, Mayor

\_\_\_\_\_  
Ciara Wakefield, Deputy City Clerk

Approved as to form:

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Stacey Sheston  
BB&K, Special Counsel

## ATTACHMENT 2

Memorandum of Understanding

Between  
The City of Yuba City  
And  
The Yuba City Fire Management

July 3, 2021 through June 30, 2024

## Table of Contents

Preamble.....	3
Article 1 – Recognition.....	3
Article 2 – Wages.....	3
1. Salary Schedules.....	3
2. Salary Increases.....	3
3. Wage Reopener.....	3
4. Signing Bonus.....	3
5. Call-Back/Standby Pay.....	3
6. FLSA Overtime Pay.....	4
Article 3 – Retirement.....	4
1. Retirement Terminology.....	4
2. Retirement Formulas.....	4
Article 4 – Medical Plans.....	5
1. Health Plans.....	5
2. Medical-in-lieu.....	5
3. Dental and Vision Plans.....	6
4. Life Insurance.....	6
5. Employee Assistance Program (EAP).....	6
6. Retiree Health Savings Account (RHSA).....	6
Article 5 – Deferred Compensation.....	6
Article 6 – Certifications.....	6
Article 7 – Vacation Accrual.....	6
Article 8 – Catastrophic Illness & Injury Program.....	6
Article 9 – Strike Team.....	7
Article 10 – Counseling Memos.....	7
Article 11 – DMV License Examination.....	7
Article 12 – Department of Transportation Commercial Driver License Testing.....	7
Article 13 – Administrative Leave (Exempt).....	7
1. Administrative Leave.....	7
2. Additional Allotment of Administrative Leave.....	7
3. Maximum Cash Out.....	8
Article 14 – Floating Holidays.....	8
Exhibit A – Procedure for Reasonable Suspicion.....	10
Exhibit B – Alcohol and Drug Abuse Policy Implementing the Omnibus.....	15
Exhibit C – Catastrophic Illness and Injury Donation Plan.....	27
Exhibit D – Counseling Memo Policy.....	28



## Preamble

This Agreement between the City of Yuba City (City) and the Yuba City Fire Management (FM), has as its purpose the promotion of harmonious labor relations between the City and the FM, and the establishment of rates of pay, hours of work, and other conditions of employment for employees covered by this agreement.

## Article 1 – Recognition

The City recognizes the FM as the exclusive representative for the Fire Battalion Chief and Fire Marshal.

## Article 2 – Wages

### 1. Salary Schedules

Employees shall be on a five (5) step salary schedule which will be attached as Appendix “B” Salary Schedules.

### 2. Salary Increases

The top step for the Fire Battalion Chief will be benchmarked at fifteen percent (15%) above the top step of the Fire Captain classification.

The top step for the Fire Marshal will be benchmarked at seven and a half percent (7.5%) above the top step of the Fire Captain classification.

### 3. Wage Reopener

The parties agree to a reopener to discuss the City’s financial position no later than the end of April in 2022 and 2023 on the issue of wage, to determine if an agreement can be reached on wage increases only with any changes to be effective the first full pay period in July 2022 and 2023, unless agreed otherwise. If the parties cannot agree on a wage increase during a reopener, there shall be no salary adjustment for that year.

### 4. Signing Bonus

In the first full pay period following City Council approval of this Agreement, each employee shall receive a signing bonus of \$4,000, which shall be in a separate check. Only employees who were employed on June 30, 2021, and remain employed on the date the checks are issued shall be eligible for this signing bonus. The signing bonus is subject to applicable payroll taxes and withholdings.

### 5. Call-Back/Standby Pay

Fire Battalion Chiefs who are assigned to standby status will receive \$1.50 per hour.

A Fire Battalion Chief on standby, who is called back to work will receive a minimum of two (2) hours of pay at the rate of time-and-one-half their regular rate of pay.

## 6. FLSA Overtime Pay

All paid time will count as timed worked for the calculation of FLSA overtime.

## Article 3 – Retirement

### 1. Retirement Terminology

Employees will receive retirement benefits from the California Public Employees Retirement System (CalPERS).

A “New Member” is defined in Government Code section 7522.04(f) as any of the following:

- An individual who becomes a member of a qualifying public retirement system for the first time on or after January 1, 2013, and has no prior membership in any other qualifying public retirement system; or
- An individual who becomes a member of a qualifying public retirement system for the first time on or after January 1, 2013, and is not eligible for reciprocity with another qualifying public retirement system; or
- An individual who established prior membership in a qualifying public retirement system and after a break in service of more than six (6) months, returns to active membership in that system with a new employer.

### 2. Retirement Formulas

- A. Employees hired before July 1, 2012, shall receive the 3% at 50 safety CalPERS formula with the three (3) year final average compensation period. The City shall pay 100% of the employee's contribution to CalPERS and report the employer payment of the member contributions to CalPERS as additional compensation for retirement purposes only. These members shall pay the nine percent (9%) of the employers' contribution via a CalPERS contract amendment on a pre-tax basis.
- B. Employees hired after June 30, 2012, who are not classified as a new member shall receive the 3% at 55 safety CalPERS formula with the three (3) year final average compensation period. The City shall pay 100% of the employee's contribution to CalPERS and report the employer payment of the member contributions to CalPERS as additional compensation for retirement purposes only. These members shall pay the nine percent (9%) of the employers' contribution via a CalPERS contract amendment on a pre-tax basis.
- C. Employees hired after December 31, 2012, who are classified as new member shall receive the 2.7% at 57 safety CalPERS formula with the three (3) year final average compensation period. These employees shall pay one half the total normal cost as determined annually by CalPERS on a pre-tax basis.

D. All retirement plans have the following optional CalPERS retirement benefits:

- Sick Leave Service Credit
- Non-Industrial Disability Standard
- Industrial Disability Standard
- Pre-Retirement Death Benefits:
  - Optional Settlement 2
  - 1959 Survivor Benefit Level Indexed
  - Special
- Post-Retirement Death Benefits \$500 lump sum
- Survivor Allowance (PRSA)
- 3% Retirement COLA

#### Article 4 – Medical Plans

1. Health Plans

The City shall pay 80% of the premium for the lowest cost health plan available to the majority of City employees.

2. Medical-in-lieu

Cash-in-Lieu payments may be available when an employee provides proof of alternative group health coverage and through another employer, such as a spouse's employer (and thus reduces the level of health care coverage taken through the City) be as follows:

- A. Employees, who reduce the level of health care coverage to which they are entitled, i.e. from full family coverage to employee plus one, or employee only coverage, or from employee plus one to employee only coverage, shall be entitled to a Cash-in-Lieu benefit. The Cash-in-Lieu benefit is based upon the lowest cost health plan available to the majority of City Employees.
- B. The employee making the election covered above, shall receive the difference between the Cash-in-Lieu benefit to which they would have been entitled had they waived coverage at their present coverage level and Cash-in-Lieu benefit for the lower level elected.
- C. The Cash-in-Lieu of medical insurance bonus for employees electing to forego health insurance coverage by providing proof of alternative group health coverage through another employer, such as a spouse's employer, will be based on the below percentages of the current lowest cost health plan available to the majority of City employees:

Employee only:	25%
Employee plus one dependent:	25%
Family coverage:	30%

3. Dental and Vision Plans  
City shall pay 90% of the dental/vision premiums for covered employees.
- 4 Life Insurance  
The City will provide employees with a \$50,000 life insurance policy.
- 5 Employee Assistance Program (EAP)  
An EAP is provided to City employees, spouses and dependents. The EAP covers six (6) counseling visits per incident with no limit on the number of incidents per year for each employee and their family.
- 6 Retiree Health Savings Account (RHSA)  
Employees will contribute to their ICMA VantageCare Account two percent (2.0%) of their gross earnings.

#### Article 5 – Deferred Compensation

The City will contribute fifty dollars (\$50.00) per month for each employee into a City of Yuba City deferred compensation plan.

#### Article 6 – Certifications

The City shall pay the costs associated with obtaining and maintaining special certificates that are required by the State of California, the City of Yuba City or any governmental agency to obtain and maintain as a condition of employment.

#### Article 7 – Vacation Accrual

Employees will accrue vacation per pay period as follows:

56 hour employees:	bi-weekly rate
0 through 4 years of City service	6.5 hours
5 through 9 years of City service	8.6 hours
10 through 14 years of City service	10.2 hours
15 or more years of City service	11.1 hours
40 hour employees:	bi-weekly rate
0 through 4 years of City service	4.6 hours
5 through 9 years of City service	6.1 hours
10 through 14 years of City service	7.3 hours
15 or more years of City service	7.9 hours

#### Article 8 – Catastrophic Illness & Injury Program

Under the Catastrophic Illness & Injury Program (Exhibit C) the City will continue to pay its portion of the contribution to the employee's health, dental, vision and life insurance

premiums in accordance with the applicable Memorandum of Understanding. The maximum number of hours that may be donated to an employee not covered by this agreement or the Yuba City Firefighters' Association memorandum of understanding in any twelve (12) month period shall be 160 hours.

#### Article 9 – Strike Team

Employees participating in Strike Team or Mutual Aid activities covered by the California Fire Assistance Agreement (CFAA) will be compensated at time and one-half the employee's regular rate of pay for hours worked outside of regular duty hours when the City is being reimbursed at the time and one-half rate for that employee.

#### Article 10 – Counseling Memos

The attached policy on Counseling Memos (Exhibit D) shall remain in effect.

#### Article 11 – DMV License Examination

Physical examinations for employees who are required to maintain a Class A or B California driver's license as a job requirement shall have the expense paid by the City. Employees may elect to go to their own personal physician or to the medical center designated by the City. Employees electing to go to their own personal physician shall be reimbursed upon submission of an itemized receipt to the Human Resources Department. The maximum amount eligible for reimbursement is the amount the City has contracted for with the designated medical center.

#### Article 12 – Department of Transportation Commercial Driver License Testing

The Addendum to the Alcohol and Drug Abuse Policy Implements the Omnibus Transportation Employee Testing Act of 1991 (Exhibit B) shall remain in effect.

#### Article 13 – Administrative Leave (Exempt)

1. Administrative Leave

Exempt positions will receive eighty (80) hours of administrative leave and is classified as exempt for overtime purposes.

2. Additional Allotment of Administrative Leave

At the discretion of the City Manager, and additional allotment of administrative leave not to exceed forty (40) hours may be approved annually. Requests for additional leave allocation must be based on an excessive number of hours worked beyond normal management expectations. The allotment of leave is at the full discretion of the City Manager.

### 3. Maximum Cash Out

By December 1 of each year, an employee may annually make an irrevocable advance election to cash out a maximum of forty (40) hours of administrative leave that will be accrued in the next calendar year. The election shall be made on the form provided by the City for this purpose. The hours selected for cash-out will be paid in the first non-payroll week of January of the following year.

## Article 14 –Holidays

### A. For fire suppression employees the City observes the following holidays:

- a. New Year's Day
- b. Martin Luther King Day
- c. Washington's Birthday
- d. Memorial Day
- e. Independence Day
- f. Labor Day
- g. Veterans Day
- h. Thanksgiving Day
- i. The day following Thanksgiving Day
- j. Christmas Day
- k. Christmas Eve

### B. Holiday-in-Lieu

Fire suppression employees are in positions that are scheduled to work without regard for the holidays listed above. Fire suppression employees will receive holiday-in-lieu at their straight time rate of pay for 5.09 hours per pay period in lieu of receiving any other form of holiday compensation.

### C. For forty-hour employees the City observes the following holidays:

- a. New Year's Day
- b. Martin Luther King Day
- c. Washington's Birthday
- d. Memorial Day
- e. Independence Day
- f. Labor Day
- g. Veterans Day
- h. Thanksgiving Day
- i. The day following Thanksgiving Day
- j. Christmas Day
- k. Eight hours of holiday time to be used on either Christmas Eve or New Year's Eve or, a combination on both days as approved by the department head.

### D. Floating Holiday

The forty-hour employees will receive two (2) floating holidays per fiscal year shall be provided which must be used during the fiscal year. These two (2) floating holidays have

no cash value and may not be carried over to a subsequent fiscal year. If any employee does not use either or both of these floating holidays during the fiscal year when the holidays are provided, the employee forfeits the unused floating holiday(s). Scheduling/approval of use of the floating holidays must be in accordance with the requirements of Rules § 2.08.

Article 15 – Term of Agreement

This Agreement constitutes the full Agreement between the City of Yuba City and the Fire Management and may not be modified without the mutual consent of both parties. The term of this agreement shall be July 3, 2021 – June 30, 2024.

Date: 3/3/22

City of Yuba City

Diana Langley  
Diana Langley, City Manager

Michael W. Jarvis  
Michael W. Jarvis, Liebert Cassidy Whitmore

Date: 4/6/22

Fire Management

Shane Lawson  
Shane Lawson

Eric Hankins  
Eric Hankins

Jesse Frias  
Jesse Frias

## Exhibit A – Procedure for Reasonable Suspicion

### A. Procedures – Reasonable Suspicion Testing

1. A supervisor observes a safety-sensitive employee who may possibly be under the influence of alcohol and/or controlled substances.

Any employee may identify someone suspected of alcohol and/or controlled substance to any supervisor. Employees should realize, however, that it is against City policy to make false or malicious statements about other employees and doing so can result in disciplinary action being taken against the offending employee.

2. The supervisor is then obligated to insure that the matter is immediately investigated. If possible, two supervisors determine (independently or together) that the safety-sensitive employee in question may indeed be under the influence of alcohol and/or controlled substances.
3. When the supervisor(s) suspect and believe that the safety-sensitive employee may be under the influence of alcohol and/or controlled substances, the safety-sensitive employee is then immediately relieved from duty (with pay) and driven by City staff (or others designated) to the City specified collection site. Because of a testing facility requirement, the safety-sensitive employee in question must show proof of identification, such as a photo driver license or state-issued photo identification card.

Whenever practical, the Department Head and Human Resources Administrator should be notified in advance of the employee being taken to the collection site.

4. At the collection site, the safety-sensitive employee will be required to submit a urine sample in the event that controlled substances are suspected or a breath sample in the event that alcohol intoxication is suspected to the on-duty technician. Care will be taken to provide the safety-sensitive employee with maximum privacy without compromising the integrity of the sample.
5. The City will take precautions to prevent the safety-sensitive employee being tested from going back to work and driving their own car home. Instead, the safety-sensitive employee will be given assistance in obtaining a ride home from the collections site.
6. The safety-sensitive employee whose test results are negative (0.02 alcohol concentration or less) will be reinstated. The safety-sensitive employee whose confirmation test results indicate an alcohol concentration greater than 0.02 but less than 0.04 will not be permitted to return to duty or perform a safety-sensitive function for 24 hours after the administration of the test. The safety-sensitive employee whose confirmation test result indicates an alcohol concentration of 0.04 or greater for alcohol will be referred to a City specified outside Substance Abuse



Professional (SAP) who will assess the safety-sensitive employee's condition and make a recommendation for treatment which must be followed by the safety-sensitive employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.

7. The safety-sensitive employee whose controlled substance test results are verified negative will be reinstated. The safety-sensitive employee whose controlled substance test is verified positive by the Medical Review Officer will be referred to a City specified outside Substance Abuse Professional who will assess the safety-sensitive employee's condition and make a recommendation for treatment, which must be followed by the safety-sensitive employee. Failure to follow the accepted recommendation or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.

#### B. Procedures – Random Testing

1. The compliance company notifies the supervisor to send the safety-sensitive employee to the collection site or the mobile unit for alcohol and/or controlled substance testing.
2. The supervisor notifies the safety-sensitive employee to go to the collection site for alcohol and/or controlled substance testing immediately. Because of a testing facility requirement, the safety-sensitive employee in question must have proof of identification, such as a photo driver license or state-issued photo identification card.
3. At the collection site, the safety-sensitive employee will be required to submit a urine sample in the event that controlled substances are to be tested for, or a breath sample in the event that alcohol is being tested for to the on-duty technician. Care will be taken to provide the safety-sensitive employee with maximum privacy without compromising the integrity of the sample.
4. The safety-sensitive employee whose test results are negative (0.02 alcohol concentration or less) will be reinstated. The safety-sensitive employee whose confirmation test results indicate an alcohol concentration greater than 0.02 but less than 0.04 will not be permitted to return to duty or perform a safety-sensitive function for 24 hours after the administration of the test. The safety-sensitive employee whose confirmation test result indicates an alcohol concentration of 0.04 or greater for alcohol will be referred to a City specified outside Substance Abuse Professional (SAP) who will assess the safety-sensitive employee's condition and make a recommendation for treatment which must be followed by the safety-sensitive employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.

5. The safety-sensitive employee whose controlled substance test results are verified negative will be reinstated. The safety-sensitive employee whose controlled substance test is verified positive by the Medical Review Officer will be referred to a City specified outside Substance Abuse Professional who will assess the safety-sensitive employee's condition and make a recommendation for treatment, which must be followed by the safety-sensitive employee. Failure to follow the accepted recommendation or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.

#### C. Procedures – Post Accident

1. The safety-sensitive employee notifies a supervisor that an accident has occurred.
2. The supervisor determines that the circumstances of the accident warrant a post-accident test when a citation was issued or a fatality occurred. Thereafter, the supervisor directs the safety-sensitive employee to immediately go to the collection site for alcohol and controlled substance testing. Because of a testing facility requirement, the safety-sensitive employee in question must have proof of identification, such as a photo driver license or state-issued photo identification card.
3. At the collection site, the safety-sensitive employee will be required to submit a urine sample for controlled substances and a breath sample for alcohol testing to the on-duty technician. Care will be taken to provide the safety-sensitive employee with maximum privacy without compromising the integrity of the sample.
4. The Department Head and Director of Human Resources will be notified that an accident has occurred and that the safety-sensitive employee was instructed to go to the collection site.
5. The safety-sensitive employee whose test results are negative (0.02 alcohol concentration or less) will be reinstated. The safety-sensitive employee whose confirmation test results indicate an alcohol concentration greater than 0.02 but less than 0.04 will not be permitted to return to duty or perform a safety-sensitive function for 24 hours after the administration of the test. The safety-sensitive employee whose confirmation test result indicates an alcohol concentration of 0.04 or greater for alcohol will be referred to a City specified outside Substance Abuse Professional (SAP) who will assess the safety-sensitive employee's condition and make a recommendation for treatment which must be followed by the safety-sensitive employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.
6. The safety-sensitive employee whose controlled substance test results are verified negative will be reinstated. The safety-sensitive employee whose controlled substance test is verified positive by the Medical Review Officer will be referred to a City specified outside Substance Abuse Professional who will assess the safety-

sensitive employee's condition and make a recommendation for treatment, which must be followed by the safety-sensitive employee. Failure to follow the accepted recommendation or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.

#### D. Procedures – Return-to-Duty and Follow-up

1. The compliance company notifies the City to send the safety-sensitive employee to the collection site for alcohol and controlled substance testing.
2. The supervisor notifies the safety-sensitive employee to immediately go to the collection site for alcohol and controlled substance testing. Because of a testing facility requirement, the safety-sensitive employee in question must have proof of identification, such as a photo driver license or state-issued photo identification card.
3. At the collection site, the safety-sensitive employee will be required to submit a urine sample in the event that controlled substances are to be tested for, or a breath sample in the even that alcohol is being tested for to the on-duty technician. Care will be taken to provide the safety-sensitive employee with maximum privacy without compromising the integrity of the sample.
4. The safety-sensitive employee whose confirmation test results indicate an alcohol concentration greater than 0.02 or whose controlled substance test is verified positive will be terminated.

#### E. Procedures – Chain of Custody for Controlled Substance Specimens

1. At the time a specimen is collected, the safety-sensitive employee will be given a copy of the specimen collection procedures.
2. Urine will be in a wide-mouthed clinic specimen container, which will remain in full view of the safety-sensitive employee until split, transferred to, sealed and initialed in two tamper-resistant urine bottles.
3. Immediately after the specimens are collected, the urine bottles will, in the presence of the safety-sensitive employee, be labeled and then initialed by the employee. If the sample must be collected at the site other than the controlled substance and/or alcohol-testing laboratory, the specimens will then be placed in the transportation container. The container will be sealed in the safety-sensitive employee's presence and the safety-sensitive employee will be asked to initial or sign the container. The container will be sent to the designated testing laboratory on that day or the earliest business day by the fastest available method.
4. A chain of custody form will be completed by the on-duty technician during the specimen's collection process, attached to, and mailed with the specimen.

#### F. Procedures – Specimen Collection of Strange and/or Unrecognizable Substances

1. A safety-sensitive employee is observed with a strange and/or unrecognizable substance.
2. The supervisor in the presence of a witness, places the strange and/or unrecognizable substance into a clear plastic bag. The bag is sealed, labeled and signed by both the supervisor and the witness.
3. The incident report is made and signed by both the supervisor and a witness.
4. The plastic bag containing the specimen and a copy of the incident report is taken to the collection site for transportation to the laboratory for analysis.

#### G. Procedures – Alcohol Concentration

1. The safety-sensitive employee and the on-duty Breath Alcohol Technician (BAT) complete the alcohol testing form to ensure that the results are properly recorded.
2. After an explanation of how the breathalyzer works, and initial breath sample is taken.
3. If the results of the initial test show an alcohol concentration of 0.02 or greater a second or confirmation test must be conducted. The confirmation test must not be conducted less than 15 minutes after, nor more than 20 minutes after the screening test.
4. The confirmation test will utilize Evidential Breath Testing devices that print out the results, date and time, a sequential test number, and the name and serial number of the Evidential Breath Testing device to ensure the reliability of the results.

Exhibit B – Alcohol and Drug Abuse Policy Implementing the Omnibus  
Transportation Employee  
Testing Act of 1991

The purpose of this policy is to assure worker fitness for duty and to protect our employees and the public from risks posed by the use of alcohol and controlled substances. This policy is also intended to comply with all applicable Federal regulations governing workplace anti-drug programs in the transportation industry. The Federal Highway Administration (FHWA) of the Department of Transportation has enacted 49 CFR Part 382 that mandates urine drug testing and breathalyzer alcohol testing for safety-sensitive positions and prevents performance of safety-sensitive functions when there is a positive test result. The Department of Transportation has also enacted 49 CFR Part 40 that sets standards for the collection and testing of urine breath specimens. In addition, the Department of Transportation has enacted 49 CFR Part 29, "The Drug-Free Workplace Act of 1988," which requires the establishment of drug free workplace policies and the reporting of certain drug-related offenses to the Department of Transportation. The policy incorporates those requirements of safety-sensitive employees and others when so noted.

The City of Yuba City recognizes that the use of alcohol and/or controlled substances in the workplace is not conducive to safe working conditions. In order to promote a safe, healthy and productive work environment for all employees, it is the objective if the City to have a work force that is free from the influence of alcohol and controlled substances.

**A. Applicability**

This policy applies to all safety-sensitive employees, volunteers, and contractors when they are on City property or when performing any City related business. It applies to off-site lunch periods and breaks when a safety-sensitive employee is scheduled to return to work. Visitors, vendors, and contracted employees are governed by this policy while on City premises, and they will not be permitted to conduct business if found to be in violation of this policy.

A safety-sensitive position is defined as any position requiring the use of a Class "A" or Class "B" commercial driver license. Fire safety employees will be subject to the policy in accordance with State and Federal laws. A safety-sensitive employee is considered to be performing a safety-sensitive function during any period in which that employee is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

This policy addendum coexists with the current Alcohol and Drug Abuse Policy except where it is intended by Federal regulations to super ceded the policy, as specified herein.

**B. Prohibited Substances**

"Prohibited substances" addressed by this policy including the following:

Drugs:

Marijuana, amphetamines, opiates, phencyclidine (PCP) and cocaine.

Alcohol:

This use of beverages or substances, including any medication, containing alcohol such that it is present in the body at a level in excess of that stated in Department of Transportation guidelines while actually performing, ready to perform, or immediately available to perform any City business is prohibited. "Alcohol" is defined as: the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol, including methyl or isopropyl alcohol.

C. Prohibited Conduct

Manufacture. Trafficking. Possession. And Use

Any safety-sensitive employee engaging in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance or alcohol on City premises, in City vehicles or while conducting City business off the premises is absolutely prohibited. Violation will result in removal from safety-sensitive duty and referral to a Substance Abuse Professional (SAP).

Impaired/Not Fit for Duty

Any safety-sensitive employee who is reasonably suspected of being impaired, under the influence of a prohibited substance, or not fit for duty shall be removed from safety-sensitive job duties and be required to undergo a reasonable suspicion controlled substance or alcohol test. Employees failing to pass this reasonable suspicion controlled substance or alcohol test shall remain off duty and be referred to a Substance Abuse Professional (SAP). A controlled substance or alcohol test is considered positive (failed) if the individual is found to have a quantifiable presence of a prohibited substance in the body above the minimum thresholds defined in the Department of Transportation guidelines.

Alcohol Use

No safety-sensitive employee may report for duty or remain on duty when his/her ability to perform assigned functions is adversely affected by alcohol or when his/her breath alcohol concentration is 0.04 or greater. No safety-sensitive employee shall use alcohol while on duty or while performing safety-sensitive functions. No safety-sensitive employee shall use alcohol within four hours of reporting for duty nor during hours that he/she is on call. Violation of this provision is prohibited and will subject the employee to removal from safety-sensitive duty and referral to a Substance Abuse Professional (SAP).

Compliance with Testing Requirements

All safety-sensitive employees are subject to controlled substance testing and breath alcohol testing. Any safety-sensitive employee who refuses to comply with a request for testing, who provides false information in connection with a test or who attempts to falsify test results through tampering, contamination, adulteration, or substitution shall be considered as having a positive test result and shall be removed from duty immediately and referred to a Substance Abuse Professional (SAP). Refusal to submit to a test can include an inability to provide a urine specimen or breath sample without a valid medical

explanation, as well as a verbal declaration, obstructive behavior or physical absence resulting in the inability to conduct the test. Employees who refuse the referral to the SAP shall be subject to immediate termination from their position.

#### Treatment/Rehabilitation Program

An employee with a controlled substance and/or alcohol problem may be afforded an opportunity for treatment in accordance with the following provisions:

*Positive Controlled Substance and/or Alcohol Test:* A Rehabilitation Program is available for safety-sensitive employees who have tested positive for a prohibited substance on a one-time basis only. Employees will be immediately terminated on the occurrence of a second verified positive test result within 36 months and may be terminated or offered additional rehabilitation at the City's sole discretion after 36 months. The City will immediately serve a Notice of Intended Disciplinary Action in accordance with the personnel rules. The safety-sensitive employee will pay referral to the Substance Abuse Professional (SAP) and any other recovery treatment costs. In regards to probationary employees, the City reserves sole discretion in offering a one-time opportunity for rehabilitation in lieu of immediate termination. When recommended by the Substance Abuse Professional (SAP), participation and completion of rehabilitation program within the prescribed time allowed is mandatory. Failure of a safety-sensitive employee to attend and/or complete a prescribed program will result in termination from employment. Prior to return-to-duty testing, an employee must follow the rehabilitation program recommended by the SAP and agree to sign a Return-to Duty Agreement. Employees may use their accrued leave balances of CTO and vacation or be placed on an approved leave of absence. The Notice of Discipline documents shall specify the employee's leave status when discipline is imposed. The duration and frequency of follow-up testing will be determined by the SAP but will not be shorter than one year or longer than five years. The employee shall pay all costs associated with follow-up testing unless the City receives such services included from the program administrator Fremont-Rideout Drug Testing Services.

*Voluntary Admittance:* All employees who feel they have a problem with controlled substances and/or alcohol may request voluntary admission to the rehabilitation program. Requests must be submitted through the Department Head to the Director of Human Resources for review. The safety-sensitive employee will pay rehabilitation plan development costs and any other treatment plan costs. The City shall have sole discretion in determining any financial contribution to assist the employee. An employee failing to complete the program within the prescribed time allowed will be subject to termination from employment. An employee completing a rehabilitation program must agree to sign a Return-To-Duty Agreement, pass a return-to-duty controlled substance and/or alcohol test and be subject to unannounced follow-up testing for 36 months following return to duty. A positive result on the return-to-duty test or on the unannounced follow-up tests within a 36-month period will result in termination from employment. A positive follow-up test after 36 months may result in termination or additional rehabilitation at the City's sole discretion.

*Leave Balance:* Participants in a rehabilitation program may use accumulated sick leave, (provided a substance abuse professional has attested in writing for the need to use a sick leave) vacation, and CTO leave balances. Time spent in a rehabilitation program shall be counted as utilized leave time under the Federal and State Family Care Leave Act if it qualifies as a “serious health condition” under the law. Once leave balances have been exhausted, an employee will be placed on an approved leave without pay in accordance with Personnel Rule 2.11(B).

#### D. Notifying the City of Criminal Drug Conviction

Pursuant to the “Drug Free Workplace Act of 1988” any employee who fails to immediately notify the City of any criminal controlled substance statute conviction shall be subject to disciplinary action, up to and including termination of employment.

#### E. Proper Application of the Policy

The City is dedicated to assuring fair and equitable application of the Substance Abuse Policy. Therefore, supervisors are required to administer all aspects of the policy in an unbiased and impartial manner. Any supervisor who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy with respect to his/her subordinates shall be subject to disciplinary action, up to and including termination.

#### F. Testing for Prohibited Substances

Analytical urine controlled substance testing and breath testing for alcohol will be conducted as required under the Department of Transportation guidelines. All safety-sensitive employees shall be subject to testing prior to employment, randomly, for reasonable suspicion, and following an accident, as defined in the Department of Transportation guidelines. In addition, all safety-sensitive employees will be tested prior to duty after failing a controlled substance and/or alcohol test. Employees who have returned to duty will be subject to unannounced follow-up tests for up to five years, as determined by a Substance Abuse Professional (SAP). Safety-sensitive employees who perform safety-sensitive functions as defined in the Department of Transportation guidelines shall also be subject to testing on a randomly selected, unannounced basis.

Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities, which have been approved by the United States Department of Health and Human Services (DHHS). All testing will be conducted consistent with the procedures put forth in the Department of Transportation guidelines. Testing may be conducted by a mobile unit, which meets the requirements of DHHS.

The controlled substances that will be tested for include marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP). An initial controlled substance screen will be conducted on each specimen. For those specimens that are positive, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the controlled substances levels present are above the minimum thresholds established in the Department of Transportation guidelines.



Tests for alcohol concentration will be conducted utilizing an approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). If the initial test indicated an alcohol concentration of 0.02 or greater, a confirmation test will be performed to confirm the result of the initial test. An employee who has a confirmed alcohol concentration of 0.02 but less than 0.04 will be removed from his/her position for at least twenty-four hours unless a re-test results in an alcohol concentration 0.02 or less. An alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of Department of Transportation guidelines and this policy.

Any safety-sensitive employee who has a pending or confirmed positive controlled substance or alcohol test will be removed from safety sensitive duties and/or his/her position, placed on unpaid leave, vacation, or CTO (at the employee's discretion) informed of educational and rehabilitation program available, and evaluated by a Substance Abuse Professional (SAP). Transfer of an employee to a non-safety sensitive position will be made at the sole discretion of the City.

The City affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process.

Employees in Safety-sensitive positions may be tested under any of the following circumstances:

#### Pre-Employment Testing

All Applicants for safety-sensitive classifications shall undergo urine controlled substance testing prior to employment. Receipt of satisfactory test results is required prior to employment and failure of a controlled substance test will disqualify the applicant from further consideration for employment.

#### Reasonable Suspicion Testing

All safety-sensitive employees will be subject to urine and/or breath testing when there is a reason to believe that controlled substances or alcohol use is adversely affecting job performance. A reasonable suspicion referral for testing will be made on the basis of documented objective facts and circumstances, which are consistent with the effects of substance abuse. Examples of reasonable suspicion include, but are not limited to, the following:

1. Observation of unsatisfactory work performance or on-the-job behavior.
2. Physical signs and symptoms consistent with prohibited substance use.
3. Occurrence of a serious or potentially serious accident that may have been caused by human error.
4. Fights (to mean physical contact), assaults and flagrant disregard or violations of established safety, security, or other operation procedures.

Reasonable suspicion determinations will be made by a supervisor who is trained to detect the signs and symptoms of controlled substance and alcohol use and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to prohibited substance abuse or misuse.

#### Post-Accident Testing

Safety-sensitive employees will be required to undergo controlled substance and/or breath alcohol testing if they are involved in an accident with a City vehicle that results in a fatality. This includes all safety-sensitive employees who are on duty in the vehicles and any other whose performance could have contributed to the accident. In addition, a post-accident test will be conducted when the employee is cited for a moving violation and (i) any involved vehicle requires towing from the scene or (ii) any person involved requires medical treatment away from the scene of an accident.

Following the accident, the safety-sensitive employee will be tested as soon as possible, but not to exceed eight hours for alcohol and 32 hours for controlled substances. Any employee who leaves the scene of the accident without appropriate authorization prior to submission to controlled substance and alcohol testing will be considered to have refused the test and be subject to termination. Post-accident testing of safety-sensitive employees will include not only the operation personnel, but also any other covered employees whose performance could have contributed to the accident.

#### Random Testing

Employees working in safety-sensitive classifications will be subjected to randomly selected, unannounced testing. The random selection will be by a scientifically valid method. Each safety-sensitive employee will have an equal chance of being tested each time selections are made. Safety-sensitive employees will be tested either just before duty, during duty, or just after the safety-sensitive employee has ceased performing his/her duty.

#### Return-to-Duty Testing

All safety-sensitive employees who have previously tested positive on a controlled substance or alcohol test must test negative and be evaluated and released to duty by the Substance Abuse Professional (SAP) before returning to duty. Employees will be required to undergo unannounced follow-up controlled substance and/or alcohol breath testing following returning to duty. The SAP will determine the duration and frequency. However, it shall not be less than 6 tests during the first 12 months, nor longer than 60 months in total, following return to duty.

#### Employee Requested Testing

Any safety-sensitive employee who questions the result of a required controlled substance test under Department of Transportation guidelines may request that an additional test be conducted. This additional test may be conducted at the same laboratory or at a different DHHS certified laboratory. The test must be conducted on the split sample that was provided at the same time as the original sample. All costs for such testing are to be paid by the employee unless the second sample test invalidated the

original test. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in the Department of Transportation guidelines. The safety-sensitive employee's request for a re-test must be made to the Medical Review Officer (MRO) within 72 hours of notice of the initial test result. Requests after 72 hours will only be accepted if the delay was due to documentable facts that were beyond the control of the employee.

#### G. Employee Assessment

Any safety-sensitive employee who tests positive for the presence of controlled substances or whose breath alcohol concentration is above the minimum thresholds set forth in the Department of Transportation guidelines will be assessed by a Substance Abuse Professional (SAP). The SAP will evaluate each employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited substance abuse or misuse.

If a safety-sensitive employee is returned to duty following rehabilitation, he/she must agree to and sign a Return-To-Duty Agreement, pass a return-to-duty controlled substance and/or alcohol test and be subject to unannounced follow-up tests for a period of one to five years, as determined by the SAP. Referral to the Substance Abuse Professional (SAP) and any other recover treatment costs will be borne by the safety-sensitive employee. Employee will be immediately terminated on the occurrence of a second verified positive test result within 36 months and may be terminated or offered additional rehabilitation at the City's sole discretion after 36 months.

#### H. Continuous Compliance Requirements

The City shall apply and interpret this policy to maintain required compliance with applicable Federal laws and regulations, including subsequent amendments and interpretive rulings.

#### I. Contact Person

Any questions regarding this policy should be directed to the following City representative:

Title: Director of Human Resources  
Address: 1201 Civic Center Boulevard, Yuba City, CA 95993  
Telephone: (530) 822-4610

#### J. Definitions

Accident – an unintended happening or mishap where there is a loss of human life (regardless of fault), bodily injury or property damage totaling \$4,400 or more.

Alcohol – the intoxicating agent in a beverage alcohol, ethyl alcohol or other low molecular weight alcohol including methyl or isopropyl alcohol.

Alcohol Concentration – the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test under this regulation. For example, 0.02 means 0.02 grams of alcohol in 210 liters of expired deep lung air.

Alcohol Use – consumption of any beverage, mixture, or preparation, including any medication containing methyl alcohol. Since ingestion of a given amount of alcohol produces the same alcohol concentration in an individual whether the alcohol comes from a mixed drink or cough syrup, the Department of Transportation prohibits the use of any substance containing alcohol, such as prescription or over-the-counter medication or liquor filled chocolates. Prescription medications containing alcohol may have a greater impairing affect due to the presence of other elements (e.g., antihistamines).

Breath Alcohol Technician (BAT) – a person trained to proficiency in the operation of the Evidential Breath Testing (EBT) device that the technician is using in the alcohol testing procedures. BAT's are the only qualified personnel to administer the EBT tests.

Chain of Custody – the procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of collection to final disposition.

Collection Site – a place designated by the City where individuals present themselves for the purpose of providing a specimen of either urine and/or breath.

Commercial Motor Vehicle – a motor vehicle, or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle: (1) has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross weight rating of more than 10,000 pounds; or (2) has a gross vehicle weight rating of 26,001 or more pounds; or (3) is designated to transport 16 or more passengers, including the driver; or (4) is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which requires the motor vehicle to be placarded under the Hazardous Materials Regulations.

City – The City of Yuba City

City Time – any period of time in which the safety-sensitive employee is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

Confirmation Test – for alcohol testing means a second test, following a screening test with a result of 0.02 or greater, which provides quantitative data of alcohol concentration. For controlled substances testing this means a second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the screen test and which uses a different technique and chemical principle from that of the screen test in order to ensure reliability and accuracy. (Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method of cocaine, marijuana, opiates, amphetamines and phencyclidine).

Controlled Substance (Drug) Test – a method of detecting and measuring the presence of alcohol and other controlled substances, whether legal or illegal, in a person's body. A controlled substance test may either be an initial test or confirmation test. An initial controlled substance test is designed to identify specimens having concentrations of a

particular class of drug above a specified concentration level. It eliminates negative specimens from further consideration.

Controlled substances will be tested under the Department of Health and Human Services guidelines. The primary (initial or screening) controlled substance test thresholds for a verified positive test result are those that are equal to or greater than:

Marijuana Metabolites	50 ng/ml
Cocaine Metabolites	300 ng/ml
Phencyclidine (PCP)	25 ng/ml
Opiates Metabolites (1)	300 ng/ml
Amphetamines	1,000 ng/ml
(1) 25 ng/ml if immunoassay	

A confirmation drug testing is a second analytical procedure to detect the presence of a specific drug or its metabolite. The confirmation procedure is conducted independent of the initial test and uses a different technique and chemical principle in order to confirm reliability and accuracy. The confirmatory controlled substance test thresholds for a verified positive test result are those that are equal to or greater than:

Marijuana Metabolite (THC) (1)	15 ng/ml
Cocaine Metabolite (2)	150 ng/ml
Phencyclidine (PCP)	25 ng/ml
Opiates	
Morphine	300 ng/ml
Codeine	300 ng/ml
Amphetamines	
Amphetamine	500 ng/ml
Methamphetamine (3)	500 ng/ml
(1) Delta-9-tetrahydrocannabinol-9-carboxylic acid	
(2) Benzoyllecgonine	
(3) Specimen must also contain amphetamine at a concentration greater than or equal to 200 ng/ml	

Department of Transportation Guidelines – The controlled substance and alcohol testing rules (49CFR Part 199 (RSPA – Pipeline), Part 219 (FRA – Railroad), Part 382 (FHWA – Commercial Motor Vehicle), 654 (FTA – Mass Transit) and 14 CFR 61 (FAA – Aviation) et.al.) setting forth the procedures for controlled substance and alcohol testing (49 CFR Part 40) in all transportation industries.

Driver – any person who operates a commercial motor vehicle. This includes full time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent, owner-operator contractors who are either directly employed by or under lease to an employer or who operate a commercial motor vehicle at the direction of, or with the consent of, an employer. For the purposes of pre-employment/pre-duty testing

only, the term driver includes a person applying to an employer to drive a commercial motor vehicle.

Drug (Controlled Substance) Metabolite – the specific substance produced when the human body metabolizes (changes) a given drug (controlled substance) as it passes through the body and is excreted in urine.

Employee – any person who is employed by the City or who is a volunteer in a safety-sensitive position requiring a commercial driver license. A complete list of safety-sensitive employee (function and/or position) classifications is listed in Attachment B.

Evidential Breath Testing Device (EBT) – the device to be used for breath alcohol testing.

Medical Review Officer (MRO) – a licensed physician responsible for analyzing laboratory results generated by an employer’s controlled substance (drug) testing program. The MRO is knowledgeable about substance abuse disorders and has appropriate medical training to interpret and evaluate positive test results.

Performing (Safety Sensitive Function) – a safety-sensitive employee is considered to be performing a safety sensitive function and includes any period in which the safety-sensitive employee is actually performing, ready to perform, or immediately available to perform such functions.

Post-Accident Alcohol and/or Controlled Substance Testing – conducted after accidents on employees whose performance could have contributed to the accident. For drivers this is determined by a citation for a moving traffic violation and for all fatal accidents even if the driver is not cited for a moving traffic violation. See Attachment A.

Pre-Employment alcohol and/or Controlled Substance Testing – conducted before applicants are hired or after an offer to hire, but before actually performing safety sensitive functions for the first time. Also required when employees transfer to a safety sensitive position.

Prohibited Drugs (Controlled Substances) – Marijuana, Cocaine, Opiates, Amphetamines, or Phencyclidine.

Prohibited Substances – means and is synonymous to drug abuse and/or alcohol misuse or abuse.

Random alcohol and/or Controlled Substance Testing – conducted on a random unannounced basis just before, during or just after performance of safety sensitive functions.

Reasonable Suspicion Control and/or Controlled Substance Testing – conducted when a trained supervisor observes behavior or appearance that is characteristic of alcohol or controlled substance abuse.

Refuse to Submit (to and alcohol and/or Controlled Substance Test) – a safety-sensitive employee fails to provide an adequate breath or urine sample for testing without a valid medical explanation after that safety-sensitive employee received notice of the requirement to be tested, or engages in conduct that clearly obstructs the testing process (i.e., verbal declarations, obstructive behavior or physical absence resulting in the inability to conduct the test).

Rehabilitation – The total process of restoring an employee to satisfactory work performance through constructive confrontation, referral to the SAP and participation in SAP recommendations such as education, treatment and/or support groups to resolve personal, physical or emotional/mental problems which contributed to job problems.

Return-to-Duty and Follow-up Alcohol and/or Controlled Substance Testing – Conducted when an individual who has violated the prohibited alcohol or controlled substance conduct standards returned to performing safety sensitive duties. Follow-up tests are unannounced and at least 6 tests must be conducted in the first 12 months after an employee returns to duty. Follow-up testing may be extended for up to 60 months following return to duty upon the SAP recommendation.

Return-to-Duty Agreement – a document agreed to and signed by the employer, safety-sensitive employee and the Substance Abuse Professional that outlines the terms and conditions under which the safety-sensitive employee may return to duty after having had a verified positive controlled substance test result or an alcohol concentration to 0.04 or greater on an alcohol test.

Safety-Sensitive Employee (Function and/or Position) – An employee or volunteer is considered to be performing a safety-sensitive function during any period in which that employee is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions and any employee who transfers into or is assigned safety-sensitive functions.

A complete list of safety-sensitive employee (function and/or position) classifications is listed in Attachment B.

Screening (Initial) Test – In alcohol testing, it means an analytical procedure to determine whether a safety-sensitive employee may have a prohibited concentration of alcohol in their system. In controlled substance testing, it means an immunoassay screen to eliminate negative urine specimens from further consideration.

Substance Abuse Professional (SAP) – a licensed physician (Medical Doctor or Doctor of Osteopathy), or licensed or certified psychologist, social worker (with knowledge of, and clinical experience in, the diagnosis and treatment of drug and alcohol-related disorders, the license alone does not authorize this), Certified Employee Assistance Professional (CEAP), or addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission (NAADAC) with knowledge of, and clinical experience in, the diagnosis and treatment of alcohol and

controlled substance-related disorders. The employee shall select a SAP from a list provided by the City.

Supervisor – a person in authority who has had one hour of training on the signs and symptoms of alcohol abuse and an additional hour of training on the signs and symptoms of controlled substance abuse.

Vehicle – a bus, electric bus, van, automobile, rail car, trolley bus, truck or vessel used for mass transportation.

Safety-Sensitive Employee Classifications as of August 1, 1997

Fleet Maintenance Supervisor

Streets Maintenance Supervisor

Water/Sewer Maintenance Supervisor

Mechanic

Parks Maintenance Workers I, II, III (only those who have a commercial Driver License)

Public Works Maintenance Workers I, II, III

Recreation Leader

Recreation Supervisor I/II

Senior Plant Maintenance Mechanic (See Note 3)

Plant Maintenance Mechanic (See Note 3)

Temporary Positions that require a commercial driver license

Note:

- (1) New positions requiring a commercial license will be subject to this policy.
- (2) Any employee who possesses a commercial license and makes himself or herself available to drive for the benefit of the City is also subject to this policy.
- (3) If these employees possess a commercial license.



## Exhibit C – Catastrophic Illness and Injury Donation Plan

### Purpose

To assist employees confronting personal or family catastrophic illness or injury who need the support of City employees to avoid financial hardship.

### Plan Guidelines

1. Regular and probationary employees who are on an approved leave of absence (in accordance with Human Resources Rules 2.11 (B) or (D)) may receive donated hours of vacation, sick leave, or compensatory time off (CTO) from other employees.
2. Employees seeking donations of time shall submit a written request to the Human Resources Department stating the reason(s) for the request. The Director of Human Resources shall review requests. Each request shall be evaluated solely on its merits. If approved, the Director of Human Resources will initiate efforts to notify City employees of the request for the donation of hours. The name of the employee will be identified but the City will not release confidential medical information.

If disapproved, the requesting employee may seek review of the decision by the joint labor-management committee consisting of one representative from each of the following groups:

- A) Yuba City Employees Association
- B) Firefighters' Association
- C) Police Officers' Association
- D) Middle Managers Group
- E) First Level Managers Group
- F) Human Resources Department

In the event the Committee reaches a tie decision, the decision shall be made in favor of the employee.

The decision of the labor-management committee shall be final and binding, and shall not be subject to the grievance procedure.

3. To be eligible for donated leave hours, the employee must be on an approved leave of absence for their critical illness or injury or to provide required care for a family member (spouse, child, parent) who is critically ill or injured. The guidelines of the Family Care Leave (Human Resources Rule 2.11 (D)) shall be used to determine whether the critical illness or injury qualifies for the donation of leave hours. Verification of need via physician statements will normally be required. The employee must have exhausted, or is reasonably expected to exhaust, all accumulated leave hours (vacation, sick leave, CTO) in order to receive leave.

## Exhibit D – Counseling Memo Policy

When a department head becomes aware of employee conduct, which requires documentation but does not warrant formal disciplinary action, a counseling memorandum may be issued to the employee. The purpose of a counseling memo is to provide notice to the employee of a deficiency or problem observed, document infractions, and modify behavior.

Counseling memos shall be issued on a standard form used by the City. A copy of the counseling memo shall be given to the employee and a copy shall be maintained in the employee's personnel file for a period of two years. At the conclusion of two years, the employee can ask that the counseling memo be removed from the personnel file. At that time or any time thereafter that it is discovered that a counseling memo exists in the personnel file after two years, all copies shall be removed from any file maintained by the City, including the department or supervisor, and given to the employee. No future reference to the counseling memo will be made in a subsequent disciplinary process or performance evaluation. However, should an employee receive a subsequent counseling memo, or other disciplinary action within the two year period, a counseling memo shall not be discarded until a two year period has passed in which no counseling memo or disciplinary action has been issued.

During the two-year period the counseling memo may be used by a supervisor to support disciplinary action. The fact that a counseling memo has been issued shall not be referenced in a performance evaluation, however the substance of the counseling memo may be referenced in a performance evaluation if the supervisor deems it necessary.

Counseling memos used prior to the adoption of this Memorandum of Understanding are subject to this policy.